

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350) ➔		RATING		PAGE 1 OF 72 PAGES	
2. CONTRACT NO. DE-AC52-03NA68600		3. SOLICITATION NO. DE-RP52-03NA68600		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>September x, 2003</b>		6. REQUISITION PURCHASE NO.	
7. ISSUED BY U.S. Department of Energy National Nuclear Security Administration Service Center Acquisition and Financial Assistance Department P.O. Box 5400 Albuquerque, NM 87185-5400				CODE		8. ADDRESS OFFER TO (If other than Item 7) See Section L.14			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."									
<b>SOLICITATION</b>									
9. Sealed offers in original and (see Section L.14) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in (see Section L.14) until (see Section L.14) (hour) local time (see Section L.14) (date).									
CAUTION late Submissions, Modifications, and Withdrawals: See Section L.14 . All offers are subject to all terms and conditions in this solicitation.									
10. FOR INFORMATION CALL ➔		A. NAME David Gallegos				B. TELEPHONE NO. (NO COLLECT CALLS) (505) 845-5849			
<b>11. TABLE OF CONTENTS</b>									
(x)	SEC.	DESCRIPTION		PAGE(S)	(x)	SEC.	DESCRIPTION		PAGE(S)
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<b>OFFER (Must be fully completed by Offeror)</b>									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <b>180</b> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Sec. I, Clause No. FAR 52-232-8) ➔		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %		CALENDAR DAYS %	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the Solicitation for Offerors and related documents numbered and dated):			AMENDMENT NO.		DATE		AMENDMENT NO.		DATE
15A. NAME AND ADDRESS OF OFFEROR  DUNS CODE FACILITY						16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO.		15C. <input type="checkbox"/> CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			17. SIGNATURE			18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>									
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT See Section B			21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c) (5) <input checked="" type="checkbox"/> 41 U.S.C. 235(c) ((5))					23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM: See Section G				
24. ADMINISTERED BY (If other than Item 7) CODE					25. PAYMENT WILL BE MADE BY CODE See Section G				
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)				28. AWARD DATE	
<b>IMPORTANT – Award will be made on this Form or on Standard Form 26 or by other authorized official written notice.</b>									

**PART I - THE SCHEDULE****SECTION B****SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 ITEMS BEING ACQUIRED**

Item 1: The contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incidental to, the performance of this contract to accomplish the objectives and requirements of the Statement of Work in Section J.

Item 2: Reports in accordance with Section J, "Reporting Requirements Checklist." This item is not separately priced.

**B.2 ESTIMATED COST, BASE, AND AWARD FEE (JUL 2001)**

- (a) Pursuant to the FAR Clause 52.216-7, entitled "Allowable Cost and Payment," the total estimated cost of this contract is \$\_\_\_\_\_.
- (b) The total base fee for this contract is \$\_\_\_\_\_.
- (c) The total award fee pool for this contract is \$\_\_\_\_\_.
- (d) The total estimated New Mexico Gross Receipts Tax for this contract is \$\_\_\_\_\_.
- (e) The total ceiling amount of this contract is \$\_\_\_\_\_.
- (f) Payment of base fee and award fee shall be in accordance with the contract clause entitled "Payment of Base and Award Fee."
- (g) Pursuant to the FAR Clause 52.232-22, entitled "Limitation of Funds," the total amount of incremental funding allotted to this contract is \$ (to be completed at time of award). It is estimated that this amount is sufficient to cover performance through (to be completed at time of award).

**B.3 ADMINISTRATIVE COST CEILING FOR TRAVEL AND OTHER DIRECT COSTS**

- (a) In regard to the application of the FAR clause 52.216-7 entitled "Allowable Cost and Payment," the contractor shall be reimbursed for the reasonable, allowable, and allocable travel and other direct costs (excluding any applied indirect costs), incurred as established by audit determination consistent with FAR Part 31.2, to the ceiling amount. Allowable costs for travel shall not exceed the government's Federal Travel Regulation. The contractor shall not exceed the levels for estimated travel and other direct costs as set for below without prior approval of the Contracting Officer.

<u>Contract Year</u>	<u>Travel &amp; Other Direct Costs</u>
Year 1	\$100,000
Year 2	\$110,000
Year 3	\$120,000

Year 4	\$130,000
Year 5	<u>\$140,000</u>
TOTAL	<u>\$600,000</u>

- (b) The total estimated cost amount in B.2(a) includes the estimated travel and other direct costs above. The estimated cost for materials, supplies, equipment (including Information Technology), equipment maintenance and repair costs, travel, and other direct costs may be increased or decreased unilaterally any time prior to the completion of this contract. Any such change shall be made only to the extent that such a change in the estimated cost is consistent with the technical requirements and necessary to allow the contractor to devote its efforts in furnishing the level of effort required by this contract. Should such a change be necessary, there shall be no adjustment to the fee for this contract.

## **SECTION C**

### **DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

#### **C.1 STATEMENT OF WORK**

The Statement of Work is an attachment to this contract and is listed in Part III, Section J.

#### **C.2 REPORTS (JUL 2001)**

Reports shall be in accordance with the "Reporting Requirements Checklist," as listed in Part III, Section J. Reports shall be accomplished within the total contract amount. If costs exceed the total contract amount, those additional costs to complete the reports shall be assumed by the contractor.

## **SECTION D**

### **PACKAGING AND MARKING**

#### **D.1 PACKAGING (JUL 2001)**

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practices and adequate to ensure acceptance by common carrier and provide safe transportation at the most economical rate(s).

#### **D.2 MARKING (JUL 2001)**

Each package, report, or other deliverable product shall be accompanied by a letter or other document which:

- (a) Identifies the contract by number under which the item is being delivered.
- (b) Identifies the deliverable Item Number or Report Requirement, which requires the delivered item(s).
- (c) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

#### **D.3 SECURITY REQUIREMENTS (JUL 2001)**

The contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials as prescribed by the applicable DOE Safeguards and Security directives.

## SECTION E

### INSPECTION AND ACCEPTANCE

#### E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://professionals.pr.doe.gov/ma5/ma-5web.nsf/?Open>  
<http://www.arnet.gov/far/>  
<http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/>

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.246-5	APR 1984	INSPECTION OF SERVICES – COST-REIMBURSEMENT

#### E.2 INSPECTION AND ACCEPTANCE (JUL 2001)

- (a) Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer Representative (COR), or any other duly authorized Government representative identified by separate letter.
- (b) Acceptance of all items and/or work effort under this contract (including reporting requirements) shall be accomplished by the DOE Contracting Officer Representative (COR), or any other duly authorized Government representative identified by separate letter.

**SECTION F****DELIVERIES OR PERFORMANCE****F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://professionals.pr.doe.gov/ma5/ma-5web.nsf/?Open>

<http://www.arnet.gov/far/>

<http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/>

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.242-15	AUG 1989	STOP-WORK ORDER Alternate I (APR 1984)

**F.2 PERIOD OF PERFORMANCE (JUL 2001) Alternate I (JUL 2001)**

The end date for the technical effort or services required under this contract including completion and submissions of all reports, required by Part III, Section J is for a period of five (5) years from the date of award.

## SECTION G

### CONTRACT ADMINISTRATION DATA

#### G.1 CONTRACTING OFFICER'S REPRESENTATIVE

- (a) The work to be performed under this contract is subject to the monitoring of a Contracting Officer's Representative, who shall be specifically designated by the Contracting Officer in writing.
- (b) A copy of the designation letter shall be furnished to the contractor. The Contracting Officer's Representative responsibility shall be to coordinate with the contractor in the administration of the technical aspects of this contract and to provide technical direction pursuant to the Section I clause entitled "Technical Direction."
- (c) The Contracting Officer's Representative name, address, and phone number are as follows:

DOE/NNSA Service Center  
 Security Support Department  
 PO Box 5400  
 Albuquerque, NM 87185-5400  
 ATTN: to be filled in at contract award  
 505-845- to be filled in at contract award

#### G.2 CORRESPONDENCE PROCEDURES (JUL 2001)

To promote timely and effective administration, correspondence submitted under this contract shall contain a subject line commencing with the contract number, contractor's name and topic. If no Government Contract Administration Office is designated on the face page of this contract, all correspondence shall be subject to the following procedures:

- (a) Technical Correspondence. Technical correspondence (as used herein, excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the DOE Program Manager, Contracting Officer Representative (COR), or other duly authorized Government representative, with an information copy of the correspondence to the Contract Specialist. The point of contact for technical correspondence is:

DOE Program Manager, COR or other duly authorized Government representative:

DOE/NNSA Service Center  
 Security Support Department  
 PO Box 5400  
 Albuquerque, NM 87185-5400  
 ATTN: to be filled in at contract award  
 505-845- to be filled in at contract award

- (b) Other Correspondence. Other than technical correspondence shall be addressed to the Contract Specialist with information copies of the correspondence to the Contracting Officer Representative and to the Patent Counsel (if patent or technical data issues are involved). The contractor shall use the Contract Specialist as the focal point of contact. The Contract Specialist's name, address, phone number, fax number, and email address is as follows:



Contract Specialist:

David A. Gallegos  
 DOE/NNSA Service Center  
 Acquisition and Financial Assistance Department  
 PO Box 5400  
 Albuquerque, NM 87185  
 Phone: 505-845-5849  
 Fax: 505-284-7027  
 E-mail: dgallegos@doeal.gov

(c) Classified Correspondence. (See Section D for security requirements).

(d) The Contracting Officer for this contract is:

Martha L. Youngblood  
 DOE/NNSA Service Center  
 Acquisition and Financial Assistance Department  
 PO Box 5400  
 Albuquerque, NM 87185

### **G.3 LIST OF ACRONYMS**

The following acronyms are used throughout this document:

CCID	-	Classification and Controlled Information Division
CO	-	Contracting Officer
COR	-	Contracting Officer's Representative
DEAR	-	Department of Energy Acquisition Regulation
DOE	-	Department of Energy
DPLH	-	Direct Productive Labor Hours
FAR	-	Federal Acquisition Regulation
FOCI	-	Foreign Ownership, Control, or Influence
IG	-	Inspector General
NNSA	-	National Nuclear Security Administration
OCI	-	Organizational Conflict of Interest
P.L.	-	Public Law
PSD	-	Personnel Security Division
RFP	-	Request for Proposal
SF	-	Standard Form
SOW	-	Statement of Work
SPD	-	Security Programs Division
UCNI	-	Unclassified Controlled Nuclear Information

### **G.4 BILLING INSTRUCTIONS (JUL 2001) Alternate I (NOV 2001)**

(a) The following instructions are provided for the use by the contractor in the preparation and

submission of vouchers requesting reimbursement for work performed on negotiated cost-type contracts. The submission of vouchers will reduce correspondence and other causes for delay to a minimum and will assure prompt payment to the contractor.

(b) In requesting reimbursement, contractors shall use the Government voucher Standard Form (SF) 1034, Public Voucher for Purchases and Services Other Than Personal. The Standard Form 1034 may be accessed at <http://procure.msfc.nasa.gov/msfc/forms/forms.html>. A certified summary sheet, shall accompany the SF 1034. A sample certified summary sheet is provided at Section J, Attachment.

(c) The contractor shall submit the original SF 1034 voucher plus two copies. The contractor shall also provide one copy of support documentation for travel costs incurred. Distribution of the vouchers shall be as follows:

(1) Original Voucher  
DOE/NNSA Service Center  
Financial Services Department  
PO Box 18050  
Pennsylvania & H Streets, KAFB East  
Albuquerque, NM 87185-8050

(1) Copy Voucher  
DOE/NNSA Service Center  
Security Services Department  
ATTN: to be filled in at contract award, Contracting Officer Representative  
PO Box 5400  
Albuquerque, NM 87185

(1) Copy Voucher  
DOE/NNSA Service Center  
Acquisition and Financial Service Department  
ATTN: David A. Gallegos, Contract Specialist  
PO Box 5400  
Albuquerque, NM 87185

(d) The contractor shall submit the original SF 1034 voucher plus two copies. Each voucher submitted shall include the following:

- (1) Contract number: DE-AC52-04NA68600
- (2) Contractor Name;
- (3) Date of Voucher;
- (4) Invoice Number;
- (5) Total Amount of Voucher;
- (6) Period Covered or Items Delivered; and
- (7) Cumulative Amount Invoiced to Date.

## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

#### H.1 MANPOWER LEVEL AND TURNOVER RATE REQUIREMENTS

- (a) Stability and reliability of the Safeguards and Security Program are critical to ensuring the success of the NNSA Service Center mission. The contractor shall provide the expertise to ensure the timely and effective administration and completion of the numerous Safeguards and Security Program support services, activities, and deliverables - including maintaining a stable and reliable work force. Excessive personnel turbulence and turnover adversely impacts the timeliness and quality of essential technical security support services and deliverables vital to the defense against the insider threat and protection of our most vital national assets.
- (b) Turbulence is caused by not meeting and maintaining manpower level requirements and/or by excessive personnel turnover. To assist in preventing turbulence, the contractor shall be required to develop an innovative management plan that contains the elements necessary to maintain the manpower and turnover rates at the levels described below (examples of desirable elements include, but are not limited to, compensation packages designed to attract and retain the professional contractors described in the Minimum Personnel Qualification Requirements, employee benefits and incentives, organization of work, training and professional development opportunities, etc.).
- (c) The contractor shall make every effort to maintain manpower levels at 100 per cent of the authorized level; however, the contractor shall maintain the manpower level at no less than 95 percent of the authorized level on a monthly basis beginning with the first calendar month of contract performance. This level will be maintained for the total number of employees assigned to the contract, as well for the number of contractors assigned to the Personnel Security Division (PSD) and to the Security Programs Division (SPD). For example, if on the first day of the first month of the contract, the authorized strength of the contract is 100 employees with 80 assigned to the PSD and 20 to SPD, the minimum authorized total number of employees authorized on the last day of that same month would be not less than 95 employees ( $0.95 \times 100 = 95$ ) for the contract, 76 for PSD ( $0.95 \times 80 = 76$ ), and 19 for SPD ( $0.95 \times 20 = 19$ ).
- (d) Turnover is defined as the number of employee losses in a specified period of time expressed as a percentage of the total number of contractor employees assigned. Turnover rate will be reported monthly for the total contract and for PSD and SPD, and shall not exceed 10 percent for the total contract or 10 percent for either SPD or PSD. The turnover rate will be determined by dividing the total number of employee losses for the month by the number of the employees assigned to the contract or division on the last day of each month. For example, if 55 employees are assigned to all contract tasks on the last day of the month with 30 assigned to PSD and 25 assigned to the SPD and there were 5 employee losses during that calendar month (4 from PSD and 1 from SPD), the turnover rates would be: 10 percent ( $5 \text{ divided by } 50 = .10$ ) for the contract, 13.3 percent ( $4 \text{ divided by } 30$ ) for PSD, and 4 percent ( $1 \text{ divided by } 25$ ) for SPD. In this example, the rates for the overall contract and SPD do not exceed the 10 percent requirement, however, the rate for PSD does exceed the 10 percent requirement and would require corrective action.
- (e) Classification and Controlled Information Division (CCID) position(s) are exempt from the above calculations, except they shall be included for calculations relating to the total contract; however, the Classification Analyst position is critical and the contractor's best effort shall be exercised to ensure that this position remains filled.

- (f) The contractor shall not reassign employees from one division or task to another division or task under this contract simply to meet manpower level and turnover requirements.
- (g) Failure to maintain satisfactory manpower level and turnover rate requirements will require immediate corrective action by the contractor to include a written corrective action plan to the Contracting Officer and the Contracting Officer's Representative (COR).
  - (1) Failure to maintain satisfactory manpower level and turnover rate requirements for two consecutive months in any award fee evaluation period will result in a reduction of the business management portion of the award fee by up to 50 percent for the applicable award fee evaluation period.
  - (2) Failure to maintain satisfactory manning level and turnover rate requirements for three consecutive months or a total of any four months in any award fee evaluation period year will result in a reduction of the business management portion of the award fee by up to 100 percent for the applicable award fee evaluation period.

## **H.2 AWARD FEE PLAN**

- (a) The Award Fee Plan upon which the determination of award fee shall be based, including the criteria to be considered under each area evaluated and the percentage of award fee, if any, available for each area, will be unilaterally established by the Contracting Officer. A copy of the Award Fee Plan will be provided to the contractor not later than 15 calendar days after the commencement of each evaluation period.
- (b) The Award fee Plan will set forth the criteria upon which the contractor will be evaluated for performance in the areas of (1) business management, (2) technical performance, and (3) cost control if appropriate. The manpower level and turnover rate requirements of this section may comprise up to 100 percent of the business management area. Selected performance requirements outlined in the Statement of Work will comprise the technical performance area.
- (c) The Award Fee Plan may be unilaterally revised by the Contracting Officer at any time during the performance evaluation period. Notification of such changes will be provided to the contractor 15 calendar days prior to the start of the performance evaluation period to which the change will apply.
- (d) The Award Fee Plan established for each performance evaluation period including any revisions shall be binding on both parties and not subject to appeal under the "Disputes" clause or any other clause.

## **H.3 PAYMENT OF BASE AND AWARD FEE**

- (a) Base Fee. The government will make payment of the base fee in monthly increments. The amount payable shall be based upon progress as determined by the Contracting Officer and shall be subject to any withholdings as may be provided for elsewhere in this contract.
- (b) Award Fee.
  - (1) The Award Fee amount the Government will pay the Contractor for performing this contract will be determined within 30 calendar days after the completion of each performance evaluation period in accordance with the "Award Fee Plan" established for each performance evaluation period. The Government will advise the contractor in writing of the reasons for the determination.

- (2) The award fee pool available under this contract is specified in Section B and is assigned the following evaluation periods and award fee pool percentages available for payment:

<u>Evaluation Period</u>	<u>Available Award Fee</u>
Contract Year 1	18% of award fee pool
Contract Year 2	19% of award fee pool
Contract Year 3	20% of award fee pool
Contract Year 4	21% of award fee pool
Contract Year 5	22% of award fee pool

- (3) In the event of contract termination, (either complete or partial) the amount of award fee available shall represent a pro-rata distribution associated with evaluation period activities, as determined by the Contracting Officer.
- (4) The determination of the award fee amount earned for each evaluation period shall be made by the Contracting Officer, is binding on both parties, and is not subject to appeal under the "Disputes" clause or any other clause. However, the contractor may submit a written self-assessment report of its performance within 10 calendar days after the end of each evaluation period; the Contracting Officer in making an award fee determination will consider the contractor's self-assessment report.
- (5) The government will promptly make payment of any Award Fee upon the submission, by the contractor to the Contracting Officer, or their authorized representative, of a public voucher or invoice in the amount of the total fee earned for the instant evaluation period.

#### **H.4 CONTRACTOR'S PROGRAM MANAGER (JUL 2001)**

The contractor shall designate a Program Manager who will be the contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall provide the single point of contact between the contractor and the COR under this contract. All administrative support for technical personnel required to fulfill the work stated in the contract shall be the responsibility of the contractor. The Program Manager shall receive and execute, on behalf of the contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

#### **H.5 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES (JUL 2001)**

The Government shall not exercise any supervision or control over contractor employees performing services under this contract. The contractor's employees shall be held accountable solely to the contractor's management, who in turn is responsible for contract performance to the Government.

#### **H.6 GOVERNMENT-FURNISHED FACILITIES AND SERVICES (JUL 2001)**

- (a) During contract performance, the Government will furnish the contractor office space for approximately 100 individuals on an as-required basis. The Government may provide additional office space as the DOE project demands. When government-provided space is not available at or near the work and/or training site, and the task requires on-site performance, suitable space may be rented by the contractor with prior approval of the Contracting Officer.

- (b) On-site utilities and office furnishings, standard manuals, supplies, and access to the DOE/NNSA Service Center computer systems may be furnished by the Government on an as-required basis. The Government may also provide all telephone and janitorial services, and on-site mail service for the on-site facilities during contract performance. "On-site" is defined as a Government specified location on/or at a Government facility.

## **H.7 STANDARD INSURANCE REQUIREMENTS (JUL 2001)**

In accordance with FAR clause 52.228-7, entitled "Insurance - Liability to Third Persons," the following kinds and minimum amounts of insurance are required during the performance of this contract:

- (a) Worker's Compensation and Employer's Liability Insurance:
  - (1) The amount required by the State of New Mexico under applicable Workers' Compensation and occupational disease statutes.
  - (2) Employer's liability insurance in the amount of \$100,000.
- (b) General Liability Insurance. Bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile Liability Insurance. Coverage shall be provided on a comprehensive basis. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of this contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- (d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient to meet normal and customary claims.

## **H.8 PERSONNEL SECURITY CLEARANCES**

- (a) The contractor will be located at an NNSA classified facility operated at the Secret Restricted Data level. The work and services to be performed under this contract involves working with classified data and information, which must be controlled pursuant to DOE and NNSA Orders, policies, directives and procedures.
- (b) The contractor shall ensure that all personnel assigned under this contract possess a DOE "Q" access authorization (clearance). The Contracting Officer (CO) may waive this requirement for personnel not involved with classified information while access authorizations are being processed, or for personnel associated with the program for short periods of time, such as consultants.
- (c) The contractor shall be required to conduct pre-employment investigative screening of prospective employees in order to ensure trustworthiness and reliability for all individuals who not possess a DOE "Q" access authorization. For these individuals, the contractor shall provide certification to the CO that an investigative screening has been completed prior to employment. The certification shall include, as a minimum, verification of identity, previous employment and education, and the results of credit and law enforcement checks.
- (d) Requests for access authorization shall not be submitted until the contract has been awarded, and a favorable Foreign Ownership, Control, or Influence (FOCI) determination

must be rendered by DOE before an access authorization will granted, reinstated, continued, extended, or transferred for the contractor's applicant for employment. Upon contract award, the contractor is encouraged to use the DOE Accelerated Access Authorization Program (AAAP) to obtain an Interim Q Access Authorization where appropriate for those individuals pending a final DOE "Q" access authorization. The request for AAAP shall include the certified results of the pre-employment investigative screening of the prospective employee.

- (e) The contractor shall turn in badges for employees: (1) who are no longer working on the contract; (2) who no longer require access; (3) when their badge expires; or (4) when the contract expires or is terminated. Badges shall be returned to the CO.

#### **H.9 INFORMATION TECHNOLOGY EQUIPMENT USAGE (JUL 2001)**

- (a) The contractor is not authorized to acquire any information technology equipment, real or personal property, or data at the Government's expense, under this contract, without the prior written approval of the Contracting Officer. The Government will allow for access to the DOE/NNSA Service Center computer systems on an as-required basis and will provide the network capability (exclusive of hardware which will be provided by the contractor).
- (b) Requirements for information technology equipment which were not included in the contractor's original proposal may not be acquired (leased or purchased) without the prior written consent of the Contracting Officer. Whenever Contracting Officer written consent is required, the contractor will furnish to the Contracting Officer information concerning the need for and selection of such information technology equipment, including the specific make(s) and model(s); and the lease-versus-purchase determination.

#### **H.10 INFORMATION TECHNOLOGY EQUIPMENT LEASING (JUL 2001)**

A "lease versus buy" analysis shall be submitted to the Contracting Officer for review and approval prior to the lease of information technology (IT) equipment under this contract. The contractor shall include a provision in the rental contract stating that the Government shall have the unilateral right to approve any purchase option(s) under the rental contract between the contractor and the IT equipment vendor and to realize any other benefits earned through rental payments. The contractor shall furnish a copy of the rental contract to the Contracting Officer and the Contracting Officer's Representative.

#### **H.11 OBSERVANCE OF NATIONAL HOLIDAYS/BILLABLE TIME (JUL 2001)**

- (a) OBSERVANCE OF NATIONAL HOLIDAYS/ADMINISTRATIVE TIME-OFF

- (1) The Government observes the following days as national holidays.

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

- (2) Additionally, the Government will observe any other day designated by Federal statute, Executive Order, or Presidential proclamation.
- (3) The contractor shall not exceed the total number of holidays identified in paragraph (a) above. Contractor personnel shall comply with their own company's personnel policy and procedures regarding the administration of holidays. The costs associated with the observance of such holidays shall be consistent with established company's cost accounting standards and practices; other terms and conditions of the contract; and those limitations set forth in Federal Acquisition Regulation Part 31.
- (4) Any administrative time-off granted as a result of early holiday release; release or delay due to inclement weather; or any other administrative release is at the discretion of the contractor. However when granting any administrative time-off, the contractor shall continue to provide sufficient personnel to perform critical or essential tasks under this contract. Costs for administrative time-off granted by the contractor to its employees shall not be directly charged to the contract, nor shall the work be performed subsequently at premium or overtime pay. Additionally, the Government will not reimburse the contractor for hours not worked by its employees.

(b) BILLABLE TIME

- (1) Billable time performed during contractor's normal duty hours as determined by technical direction from the Contracting Officer Representative may include the following:
  - i. From the contractor's plant to assigned site of work or Government training;
  - ii. In performing the assigned duties;
  - iii. Transfer to a new assigned site of work; and
  - iv. Return from assigned site of work to the contractor's plant.
- (2) Billable time outside normal duty hours will be reimbursed at normal salary or hourly rates.
- (3) Billable travel time (except as provided in (1), above) shall include actual travel time and time to points of departure awaiting transportation. Overtime premiums will not be paid for time in travel nor will hours spent in continuous travel apply toward total workday or workweek hours in calculating overtime.
- (4) The following are not considered to be time spent in performance of work and shall not be billable, or payable under this contract:
  - i. Sick leave
  - ii. Vacation leave
  - iii. Emergency leave
  - iv. Travel time to and from job assignment for leave or holiday
  - v. Travel time during other than the normal duty hours identified in paragraph (1) above
  - vi. Unauthorized time spent before leaving contractor's plant for assigned work site; and
  - vii. Time spent awaiting security clearances.



- (5) If further guidance is required, the contracting officer will issue written instructions as deemed necessary.

#### **H.12 CONFIDENTIALITY OF INFORMATION (JUL 2001)**

- (a) To the extent that the work under this contract requires that the Contractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data belonging to other entities which is clearly marked as confidential or proprietary, the Contractor shall, after receipt thereof, treat such information in confidence and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized in writing by the Contracting Officer. The foregoing obligations, however, shall not apply to:
- (1) Information or data which is in the public domain at the time of receipt by the Contractor;
  - (2) Information or data which is published or otherwise subsequently becomes part of the public domain through no fault of the Contractor;
  - (3) Information or data which the Contractor can demonstrate was already in its possession at the time of receipt thereof; or
  - (4) Information or data, which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to treat it in confidence.
- (b) The Contractor agrees (1) to enter into an agreement, identical in all material respects to the requirements of paragraph (a) above, with each entity supplying such confidential or proprietary information or data to the Contractor under this contract and (2) to supply a copy of such agreement to the Contracting Officer. Upon request of the Contracting Officer, the Contractor shall furnish the Government with reports, which specify any information or data received as confidential or proprietary and which identify the entity or entities that supplied the Contractor with such information or data.
- (c) The Contractor shall obtain the written agreement of each employee permitted access to or furnished with confidential or proprietary business, technical, or financial information or data, whereby the employee agrees that such information or data which the Contractor is obligated to treat in confidence will not be discussed, divulged or disclosed except to those persons within the Contractor's organization directly concerned with the performance of this contract or to Government representatives. Notwithstanding the foregoing Contractor-employee agreement, upon request of the Contracting Officer, the Contractor agrees to obtain from each employee a confidentiality agreement acceptable to the Contracting Officer.
- (d) This clause shall be included in any subcontract under which there is a requirement or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data.

#### **H.13 SOFTWARE RIGHTS (JUL 2001)**

If at any time during the performance of this contract, the contractor has reason to believe that:

- (a) The utilization of Government-furnished computer resources, specifically Government-furnished software, may involve or result in the violation of the DOE's license agreement; or
- (b) The performance of a requirement or task/delivery would involve the acquisition of licensed software to be delivered to the Government. Then the contractor shall notify the Contracting

Officer in writing and provide an explanation of the circumstances. The contractor is not authorized to violate any licensing agreements, cause the DOE to violate any licensing agreements, or acquire software, which is covered by a licensing agreement on behalf of the Government without prior authorization of the Contracting Officer.

#### **H.14 RELEASE OF INFORMATION (JUL 2001)**

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted for approval prior to actual printing and distribution. Approval authority is DOE Headquarters (HQ), HQ Office of Placement and Administration, Washington, DC. Proposed releases are to be submitted to DOE NNSA Service Center, Public Affairs Department, Albuquerque, NM 87185. All proposed releases should conform to the requirements of the applicable DOE directive(s) pertaining to the public release of information.

#### **H.15 COMPUTER SYSTEMS SECURITY**

- (a) The contractor agrees to comply with the applicable DOE Orders and all other regulations and requirements pertaining to computer systems security.
- (b) The contractor shall immediately issue written notification through the Contracting Officer's Representative to the NNSA Service Center Computer Security Site Manager or Computer Protection Program Manager when an employee of the contractor is no longer working on the contract, or no longer requires access, to NNSA Service Center computer systems.

#### **H.16 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (JUL 2001)**

The contractor is required to comply with the following in accordance with DOE O 221.1:

- (a) Notify their employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts or information technology systems to appropriate authorities. The notification shall include the provision that employees should, when appropriate, report directly to the OIG any information concerning alleged wrongdoing by DOE employees, its contractors, subcontractors, grantees or other recipients of DOE financial assistance; or their employees.
- (b) Display the OIG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.
- (c) Publish the OIG hotline telephone number in telephone books and newsletters in the contractor's cognizance.
- (d) Report to the OIG any allegations of reprisals taken against employees who have reported fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems.
- (e) Report to the OIG within a reasonable period of time, but not later than 24 hours, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement which have been referred to Federal, State, or local enforcement entities.

- (f) The DOE IG hotline telephone number is 1-800/451-1625 or 202/586-4073.

**H.17 ENVIRONMENT, HEALTH, AND SAFETY PLAN (GOVERNMENT-OWNED OR LEASED FACILITIES) (JUL 2001)**

- (a) In performance of the work, the contractor shall comply with all applicable federal and state environmental, health, and safety regulations and shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. The contractor shall participate in all emergency response drills and exercises.
- (b) The contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses, which occur in any DOE facility to the Contracting Officer Representative (COR) named in Section G of the contract. Upon request, the contractor shall provide a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for its DOE facilities to the COR.
- (c) The contractor shall develop, implement, and maintain an Environment, Health, and Safety Plan, which shall describe the contractor's program for implementing the applicable regulations and requirements. The plan shall consist of the elements environment, health, and safety required by the local State. The plan shall also include information on the contractor's responsibility for providing treatment for employees who become ill or are injured in DOE facilities. A copy of the plan shall be provided to DOE within 30 days of the start of work.
- (d) The Contracting Officer may notify the contractor, in writing, of any noncompliance with the terms of this clause, plus the corrective action to be taken. After receipt of such notice, the contractor shall immediately take such corrective action.
- (e) In the event that the contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop work order halting all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule on any stop work order issued under this special contract requirement.

**H.18 IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI) (JUL 2001)**

In the performance of this contract, the contractor is responsible for complying with the following requirements and for flowing down all requirements to subcontractors:

- (a) If the contractor has a formally designated Classification Officer, the Classification Officer-
  - (1) Serves as a Reviewing Official for information under his/her cognizance;
  - (2) Trains and designates other Reviewing Officials in his/her organization, subordinate organizations, and subcontractors and maintains a current list of all Reviewing Officials; and
  - (3) May overrule UCNI determinations made by Reviewing Officials under his/her cognizance.
- (b) If the contractor has no formally designated Classification Officer, the contractor submits a

request for the designation of Reviewing Officials to the local Federal Classification Officer (for Headquarters, this is the Director of Nuclear and National Security Information) in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part B.

- (c) The contractor's Reviewing Officials use appropriate UCNi guidelines (i.e., General Guideline, Topical Guidelines, Internal Guidelines; see DOE M 471.1-1, Chapter I, Part A) to review matter and identify what specific Government information is UCNi, in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part B.
- (d) The contractor develops and issues UCNi internal guidelines, as necessary and with the approval of the local Federal Classification Officer, if appropriate, and the Director of Nuclear and National Security Information, in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part A.
- (e) The contractor's Reviewing Officials apply or authorize the application of UCNi markings to any unclassified matter that contains UCNi in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part C.

#### **H.19 REQUIRED ESCORT-LACK OF FOREIGN, OWNERSHIP, CONTROL, OR INFLUENCE (FOCI) CLEARANCE (JUL 2001)**

Until such time that the contractor receives a Government-issued FOCI clearance, all contractor personnel shall be escorted within the DOE complex by a designated individual identified by the program office.

#### **H.20 WAGE DETERMINATION RATES (JUL 2001)**

In the performance of this contract, the contractor shall comply with the requirements of the applicable U.S. Department of Labor Wage Determinations for the Albuquerque, NM area.

#### **H.21 DOE VIOLENCE IN THE WORKPLACE POLICY (JUL 2001)**

- (a) The Contractor shall comply with DOE's Violence in the Workplace Policy. Acts of aggression, violence (physical or verbal, intentional or reckless) and/or threats of such will not be tolerated in any situation at any Government facility. Contractors who engage in aggressive/violent behavior or threaten violence, among themselves or with Government employees, will be subject to removal from the premises.
- (b) It is the responsibility of contractor supervisors or management representatives to report any incident (or threat) of aggression, harassment, hostility, intimidation, or violence to the Contracting Officer or the COR.
- (c) In an emergency (i.e., any situation where violence has occurred or appears to be imminent), contractor employees should first call 911.
- (d) Any contractor employee who believes that he/she has experienced an act of aggression or violence, or has had to perform his/her duties in a hostile environment, has a right to have these activities investigated and relieved.
- (e) Reprisal against anyone who reports incidents of violence or who is involved in an investigation is prohibited.

**PART II - CONTRACT CLAUSES****SECTION I****CONTRACT CLAUSES****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://professionals.pr.doe.gov/ma5/ma-5web.nsf/?Open>

<http://www.arnet.gov/far/>

<http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/>

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	DEC 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLED-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS Alternate III (OCT 1997)
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.219-3	JAN 1999	NOTICE OF TOTAL HUBZONE SET-ASIDE
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS
52.222-3	AUG 1996	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA,

		AND OTHER ELIGIBLE VETERANS Alternate I (DEC 2001)
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.223-5	APR 1998	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.228-5	JAN 1997	INSURANCE - WORK ON A GOVERNMENT INSTALLATION
52.228-7	APR 1984	INSURANCE - LIABILITY TO THIRD PERSONS
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.229-10	APR 2003	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	FEB 2002	PROMPT PAYMENT Alternate I (FEB 2002)
52.232-33	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--
		CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-3	AUG 1996	PROTEST AFTER AWARD Alternate I (JUN 1985)
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES - COST-REIMBURSEMENT Alternate I (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.245-1	APR 1984	PROPERTY RECORDS
52.245-4	APR 1984	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.251-2	JAN 1991	INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

**I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

**I.3 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999) AS MODIFIED BY DOE HQ 99-03 (MAY 1999)**

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--
  - (1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and
  - (2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.
- (b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."
- (c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date:
  - (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or
  - (2) As of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary.

**I.4 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

<u>Employee Class</u>	<u>Estimated Salary &amp; Fringe Benefits</u>
Personnel Security Clearance Processing Team Leader	\$44.52
Senior Personnel Security Clearance Processor	\$31.62
Personnel Security Clearance Processor	\$27.50
Quality Assurance/Customer Service Processor	\$25.00
Mail Clerk	\$20.50
Lead Vault Clerk	\$25.84
Vault Clerk	\$20.50
Duplication Clerk	\$20.50
Administrative Assistant	\$27.50
Protective Force Shift Supervisor	\$35.00
Protective Force Training Officer	\$30.70
Protective Force Officer	\$25.10

#### **I.5 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 2003)**

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR



2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

#### **I.6 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)**

Portions of this contract are altered as follows:

- (a) 52.202-1 Definitions (December 2001) (As Modified by 952.202-1) (April 2002)
- (b) 52.216-7 Allowable Cost and Payment (Apr 1998) (As Modified by 952.216-7) (Jan 1997)

#### **I.7 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Energy Acquisition Regulation clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### **I.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://professionals.pr.doe.gov/ma5/ma-5web.nsf/?Open>  
<http://www.arnet.gov/far/>  
<http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/>

#### **I. DOE ACQUISITION REGULATION (48 CFR CHAPTER 9) CLAUSES**

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
952.208	APR 1984	PRINTING
952.223-71	JUN 1997	INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION
952.223-75	APR 1984	PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS
952.224-90	APR 1984	PAPERWORK REDUCTION ACT
952.226-74	JUN 1997	DISPLACED EMPLOYEE HIRING PREFERENCE
952.231-71	APR 2002	INSURANCE-LITIGATION AND CLAIMS
952.237-70	AUG 1993	COLLECTIVE BARGAINING AGREEMENTS--PROTECTIVE SERVICES
952.251-70	DEC 2000	CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS

**I.9 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)**

- (a) In the performance of work under this contract, the contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives, which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders).
- (b) The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflects decisions made by Federal Government Original Classifiers.
- (c) The contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/ declassification guidance, but whose sensitivity appears to warrant classification, the contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.
- (d) In addition, the contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Declassifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.
- (e) The contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

**I.10 952.204-75 PUBLIC AFFAIRS (DEC 2000)**

- (a) The Contractor must cooperate with the Department in releasing unclassified information to the public and news media regarding DOE policies, programs, and activities relating to its effort under the contract. The responsibilities under this clause must be accomplished through coordination with the Contracting Officer and appropriate DOE public affairs personnel in accordance with procedures defined by the Contracting Officer.
- (b) The Contractor is responsible for the development, planning, and coordination of proactive approaches for the timely dissemination of unclassified information regarding DOE activities

onsite and offsite, including, but not limited to, operations and programs. Proactive public affairs programs may utilize a variety of communication media, including public workshops, meetings or hearings, open houses, newsletters, press releases, conferences, audio/visual presentations, speeches, forums, tours, and other appropriate stakeholder interactions.

- (c) The Contractor's internal procedures must ensure that all releases of information to the public and news media are coordinated through, and approved by, a management official at an appropriate level within the Contractor's organization.
- (d) The Contractor must comply with DOE procedures for obtaining advance clearances on oral, written, and audio/visual informational material prepared for public dissemination or use.
- (e) Unless prohibited by law, and in accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of communications or contacts with Members of Congress relating to the effort performed under the contract.
- (f) In accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of activities or situations that may attract regional or national news media attention and of non-routine inquiries from national news media relating to the effort performed under the contract.
- (g) In releases of information to the public and news media, the Contractor must fully and accurately identify the Contractor's relationship to the Department and fully and accurately credit the Department for its role in funding programs and projects resulting in scientific, technical, and other achievements.

#### **I.11 952.215-70 KEY PERSONNEL**

- (a) The personnel listed below are considered essential to the work being performed under this contract.
 

(1)	Program Manager	_____
(2)	Technical Security Specialist	_____
(3)	Technical Security Specialist (Cyber Security)	_____
(4)	Physical Security/Classified Matter Protection and Control (CMPC) Specialist	_____
(5)	Senior Physical Security Specialist	_____
(6)	Classification Analyst	_____
(7)	Personnel Security Specialist III	_____
(8)	Personnel Security Specialist III	_____
(9)	Personnel Security Specialist III	_____
(10)	Personnel Security Specialist III	_____
(11)	Personnel Security Clearance Processing Team Leader	_____
- (b) Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must:
  - (1) Notify the Contracting Officer reasonably in advance;

- (2) Submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and
- (3) Obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.
- (c) Key personnel shall meet the experience and qualifications specified in the minimum personnel requirements listed in Section J.
- (d) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

#### **I.12 952.242-70 TECHNICAL DIRECTION (DEC 2000)**

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
  - (1) Providing direction to the contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
  - (2) Providing written information to the contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
  - (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government.
- (b) The contractor will receive a copy of the written COR designation from the contracting officer. It will specify the extent of the COR's authority to act on behalf of the contracting officer.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:
  - (1) Constitutes an assignment of additional work outside the Statement of Work;
  - (2) Constitutes a change as defined in the contract clause entitled "Changes;"
  - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
  - (5) Interferes with the contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the

provisions of this clause. If, in the opinion of the contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer must:

- (1) Advise the contractor in writing within thirty (30) days after receipt of the contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
  - (2) Advise the contractor in writing within a reasonable time that the Government will issue a written change order; or
  - (3) Advise the contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J****LIST OF ATTACHMENTS**

<u>ATTACHMENT</u>	<u>PAGES</u>	<u>DESCRIPTION</u>
J-1	16	Statement of Work
J-2	02	Reporting Requirements Checklist - DOE Form 1332.1
J-3	28	Key Personnel Qualifications
J-4	06	Government Furnished Property List

## PART IV - REPRESENTATIONS AND INSTRUCTIONS

### SECTION K

#### REPRESENTATIONS, CERTIFICATIONS, AND

#### OTHER STATEMENTS OF OFFERORS

#### K.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://professionals.pr.doe.gov/>

<http://www.arnet.gov/far/>

<http://www.pr.doe.gov/dear.html>

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.203-11	APR 1991	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

#### K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

##### (a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- ☐ TIN: \_\_\_\_\_.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(f) Common parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:
- Name \_\_\_\_\_
- TIN \_\_\_\_\_

**K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

- (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within



a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (a) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (b) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (c) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (d) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### **K.4 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541690.
- (2) The small business size standard is no more than \$6 million average annual receipts for an Offerors preceding 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
  - (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
  - (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
  - (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--
- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
  - (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

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Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

- (c) Definitions. As used in this provision--  
 "Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent

of the stock of which is owned by one or more veterans; and

- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.5 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that--

- (f) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (g) It ☐ has, ☐ has not filed all required compliance reports; and
- (h) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.6 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs

requirement of the rules and regulations of the Secretary of Labor.

**K.7 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

**K.8 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]
  - ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
  - ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
  - ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
  - ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
  - ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.9 952.204-73 FACILITY CLEARANCE (MAY 2002)**

NOTICES

Section 2536 of title 10, United States Code, prohibits the award of a contract under a national security program to an entity controlled by a foreign government if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and foreign ownership, control and influence (FOCI) information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

Offerors who have either a Department of Defense or a Department of Energy Facility Clearance generally need not resubmit the following foreign ownership information unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office which issued this solicitation.

(a) Use of Certificate Pertaining to Foreign Interests, Standard Form 328

(1) The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the offeror must submit a Certificate Pertaining to Foreign Interests, Standard Form 328, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package.

(2) Information submitted by the offeror in response to the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.

(3) Following submission of a Standard Form 328 and prior to contract award, the Contractor shall immediately submit to the Contracting Officer written notification of any changes in the extent and nature of FOCI which could affect the Offeror's answers to the questions in Standard Form 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI which could affect the Offeror's answers to the questions in Standard Form 328. Notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice must also be furnished concurrently to the cognizant security office.

(b) Definitions

(1) Foreign Interest means any of the following:

- (i) A foreign government, foreign government agency, or representative of a foreign government;
- (ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and
- (iii) Any person who is not a citizen or national of the United States.

(2) *Foreign Ownership, Control, or Influence (FOCI)* means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.

(c) Facility Clearance means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out

for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon:

- (1) A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Contractor;
  - (2) A contract or proposed contract containing the appropriate security clauses;
  - (3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;
  - (4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;
  - (5) A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;
  - (6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and
  - (7) Access authorizations for key management personnel who will be determined on a case-by-case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.
- (d) A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The Contracting Officer may require the offeror to submit such additional information as deemed pertinent to this determination.
- (e) A Facility Clearance is required even for contracts that do not require the Contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.
- (f) Except as otherwise authorized in writing by the Contracting Officer, the provisions of any resulting contract must require that the contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to the prime contractor or the Contracting Officer for the prime contract.

**NOTICE TO OFFERORS - CONTENTS REVIEW**  
**(PLEASE REVIEW BEFORE SUBMITTING)**

Prior to submitting the Standard Form 328, required by paragraph (a)(1) of this clause, the offeror should review the FOCI submission to ensure that:

- (1) The Standard Form 328 has been signed and dated by an authorized official of the company;

(2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;

(3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;

(4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and

(5) A summary FOCI data sheet.

NOTE: A FOCI submission must be attached for each tier parent organization (i.e. ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

#### **K.10 AUTHORIZED NEGOTIATORS**

The offeror represents that the following persons are authorized to negotiate on its behalf with the government in connection with this solicitation:

Name	Title	Organization	Telephone No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

#### **K.11 SIGNATURE/CERTIFICATION**

By completing and submitting a proposal/bid via Industry Interactive Procurement System (IIPS), the bidder/offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The bidder/offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certifications made by the bidder/offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under 18 U.S.C. 1001.

\_\_\_\_\_  
 Typed Name and Title of the Officer or Employee  
 Responsible for the Bid/Offer

\_\_\_\_\_  
 Date of Execution

\_\_\_\_\_  
 Name of Organization

\_\_\_\_\_  
Street

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Solicitation Number



## SECTION L

### INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

#### L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://professionals.pr.doe.gov/ma5/ma-5web.nsf/?Open>  
<http://www.arnet.gov/far/>  
<http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/>

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.204-6	JUN 1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.215-16	OCT 1997	FACILITIES CAPITAL COST OF MONEY
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.237-1	APR 1984	SITE VISIT

#### L.2 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

## (c) Submission, modification, revision, and withdrawal of proposals.

- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
- (2) The first page of the proposal must show--
  - (i) The solicitation number;
  - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
  - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
  - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and
  - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
  - (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
  - (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
    - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
    - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and

was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items.

Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other Offerors:
  - (i) The overall evaluated cost or price and technical rating of the successful offeror;
  - (ii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection;
  - (iii) A summary of the rationale for award; and
  - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

### **L.3 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a cost-plus-award-fee contract resulting from this solicitation.

### **L.4 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)**

- (a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As a part of their proposals, Offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the Offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.
- (b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and

professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

- (c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.
- (d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

**L.5 52.233-2 SERVICE OF PROTEST (AUG 1996) (As Modified by 952.233-2) (AUG 1996)**

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Martha L. Youngblood  
DOE/NNSA Service Center  
Acquisition & Financial Assistance Department  
P.O. Box 5400  
Albuquerque, NM 87185-5400  
Fax: (505) 845-5181

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

**L.6 52.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)**

- (a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103-355. Such request must be in writing and addressed to the contracting officer for this procurement.
- (b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective Offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, Offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR Part 1004.).

**L.7 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)**

(a) Definitions. As used in this provision—

"Uncompensated overtime" means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

"Uncompensated overtime rate" is the rate that results from multiplying the hourly rate for a 40-hour workweek by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour workweek basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ( $\$20.00 \times 40$  divided by 45 = \$17.78).

- (b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.
- (c) The Offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.
- (d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.
- (e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

**L.8 52.247-6 FINANCIAL STATEMENT (APR 1984)**

The offeror shall, upon request, promptly furnish the Government with a current certified statement of the Offeror's financial condition and such data as the Government may request with respect to the Offeror's operations. The Government will use this information to determine the Offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for information will subject the offer to possible rejection on responsibility grounds.

**L.9 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)**

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the contracting officer prior to filing a protest.

**L.10 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION**

This acquisition is set-aside for HUBZone Small Business. The size standard for this solicitation is \$6 million and the North American Industry Classification System code is 541690.

#### **L.11 NUMBER OF AWARDS**

It is anticipated that there will be one (1) award resulting from this solicitation. However, the government reserves the right to make any number of awards, or no award, if it is considered to be in the government's best interest to do so.

#### **L.12 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS**

This solicitation does not commit the government to pay any costs incurred in the submission of any proposal or bid; in making necessary studies or designs for the preparation thereof; or to acquire or contract for any services.

#### **L.13 OFFERORS SEEKING INFORMATION FROM INCUMBENT CONTRACTOR EMPLOYEES**

- (a) Contacts with the incumbent contractor employees regarding possible future employment are permitted. However, to avoid disruption of work, such contacts and interviews must take place outside the working hours of such employees and not on the DOE/NNSA Service Center site.
- (b) When seeking information, recommendations or advice from the incumbent contractor employees relating to the work called for by this solicitation, the offeror is cautioned to avoid organizational conflicts of interest during such discussions.

#### **L.14 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL**

- (a) Supplemental Solicitation Definitions

IIPS is the acronym for the "Industry Interactive Procurement System" and means the hardware, firmware and software platform, including the associated databases, by which the US Department of Energy conducts electronic business.

Proposal means the electronic written proposal submitted via IIPS or an authorized alternative in response to this solicitation.

Electronic signature or signature means a method of signing an electronic message that--

- (1) Identifies and authenticates a particular person as the source of the electronic message; and,
  - (2) Indicates such person's approval of the information contained in the electronic message.
- (b) Intention to Propose. To enable the NNSA Service Center to anticipate the number of proposals to be evaluated, Offerors are requested to complete the form in Section L.25, Attachment L-1, and fax it to the NNSA Service Center (Fax No. 505-284-7027) by the earliest practical date.
  - (c) **Proposal Due Date. Submission of proposals by means other than IIPS is not authorized. Proposal must be received through the IIPS web site NO LATER THAN 12:00PM Mountain Daylight Time on October xx, 2003.** See FAR 52.215-1, which



describes the treatment of late submission, modification, revision, and withdrawal of proposals. It is the responsibility of the offeror, prior to the proposal due date and time, to verify successful transmission in accordance with the Proposal Submission instructions in the "IIPS Users Guide for Contractors."

- (d) Solicitation Questions/Comments and Proposal Submission Information. Reference the "IIPS Users Guide for Contractors" at <http://doe-iips.pr.doe.gov/doebiz.nsf/Help?OpenPage>.
  - (e) Award Without Discussions. Offerors should submit their best proposal initially as the Government intends to make award without discussions (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions should the Contracting Officer deem it necessary.
  - (f) Overall Arrangement of Proposal. Proposals, including any subcontractor, affiliates and all teaming or other contractor arrangements, are expected to conform to the solicitation provisions regarding preparation of offers. The government will consider how well the offeror complies with all solicitation instructions. To aid in the evaluation, proposals must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate), and logically assembled. All pages of each volume shall be appropriately numbered, and identified with the name of the offeror, the date, and the solicitation number. Proposal files are to be formatted in the following applications: Adobe Acrobat 4.0 (PDF) or higher; Microsoft Word 97 or higher; Microsoft Excel 97 or higher.
- (1) The overall proposal shall consist of three volumes. Each volume of the proposal will be submitted as a separate file. Multiple electronic files may be submitted for each volume; however, each file must clearly identify the volume to which it relates. Reference(s) to another part, or section, of the proposal may be appropriate in order to avoid duplication of detailed information. Information required for proposal evaluation, which is not found in its designated section, may result in an unfavorable evaluation. With the exception of pricing information requested in the Section B, Supplies or Services and Prices/Costs, all contractual cost and pricing information shall be addressed ONLY in the Cost Volume, unless otherwise specified. Page limitations if any for each volume are specified below.

Electronic Files To Be Submitted As Follows

<u>Volume</u>	<u>Title</u>	<u>Page Limit</u>
Volume I	Offeror & Other Documents	None
Volume II	Staffing, Experience, Approach, and Past Performance	1xx Pages
Volume III	Cost	None

- (2) Each volume designated above, is to be submitted individually according to the instructions detailed in the IIPS on-line help document, which is available at <http://doe-iips.pr.doe.gov/doebiz.nsf/Help?OpenPage>. Subcontractor submissions of proprietary information may (a) register in IIPS and submit their information separately identifying in the subject line, the solicitation number and to whom they are a subcontractor; or (b) provide a password protected document (file) to the prime and share the password with the Contracting Officer. Regardless of the option chosen, the subcontractor proposal must adhere to the proposal due date/time stated in the solicitation.
- (3) Signed Originals. Submission of electronic proposals via IIPS will constitute submission of signed copies of the required documents. The name of the authorized company official shall be entered (typed) in the appropriate space shown on the form(s) (e.g.,

Standard Form 26 or 33). Offerors are advised that the submission of your proposal in an electronic format via IIPS is required.

- (g) Glossaries. Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.
- (h) Page Description.
  - (1) Page size shall be 8.5 x 11 inches for text pages and a maximum of 11x17 inches for spreadsheet, charts, tables, diagrams or design drawings. Page margins shall be a minimum of one inch at the top, bottom and each side. Pages shall be numbered sequentially by volume and by section within the volumes. The solicitation number, page number and the legend at FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," as appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins. A font size smaller than that which is described in paragraph (2) below can be used for this information, however, other text reductions are unacceptable.
  - (2) With the exception of headers and footers, spreadsheet, charts, tables, diagrams or design drawings graphs, tables and spreadsheets throughout the proposal, the text shall be 12 point (or larger), single-spaced, using a Courier, Geneva, Arial or Universal font type. Single or double spacing is acceptable for those pages identified under the "Page Count Exceptions." Two columns of text per page and use of boldface type for paragraph headings are acceptable.
  - (3) Proposals will only be read and evaluated up to the page limitations, if any. Page counting will begin with the first page of each volume of the proposal. No material may be incorporated by reference as a means to circumvent the page limitation.
- (i) Page Count Exceptions. Every page of each volume shall be counted towards the page limitation for the respective volume, including attachments, appendices and annexes, except for the following:
  - a. Table of Contents
  - b. Title Pages
  - c. Glossary
  - d. Representations and Certifications, which are to be submitted with the volume, entitled "Offer and Other Documents"
- (j) Table of Contents. The offeror shall incorporate a table of contents into each proposal volume, which identifies the section, sub-section, paragraph titles, and page numbers. Also include a list of all tables and figures.
- (k) Classified Information. The offeror shall not provide classified information in response to this solicitation.
- (l) Point of Contact. The Contracting Officer (CO) and the Contract Specialist (CS) are the sole points of contact during the conduct of this procurement.
- (m) Errors or Omissions. The solicitation is considered complete and accurate in every detail and adequately describes the government's requirements. If you feel any part of the solicitation contains an error or omission, contact the CO to obtain clarification. To preclude unnecessary work and to assure yourself of submitting a complete proposal, you are cautioned to resolve all questionable areas with the CO.

- (n) Changes to the Solicitation. No changes to this solicitation will be effective unless they are incorporated into the solicitation by amendment.
- (o) Information Provided. The government will evaluate on the basis of information provided in the proposal. The government will not assume that an offeror possesses any capability unless such a capability is established in the proposal.
- (p) Alternate Proposals. Alternate proposals will not be accepted.
- (q) Joint Ventures and Teaming Arrangements. Offerors who submit a proposal as a joint venture shall provide full and complete information on each of the participating firms, as well as the proposed joint venture organization itself, with particular emphasis placed on the ability of the joint venture to satisfy the evaluation criteria. In addition, full and complete information must be provided on the management of any teaming arrangements that may be involved in the performance of work. Discuss each joint venture or team member's roles and responsibilities in this effort.
- (r) Preproposal Conference/Site Visit.
  - (1) A preproposal conference will NOT be held. All questions or comments pertaining to this solicitation shall be submitted through the DOE e-Center IIPS web site.
  - (2) Site Visit:
    - (i) A site visit will be held on xxxxxxxx, September xx, 2003 starting at xx:xxAM Mountain Daylight Time at the DOE NNSA Service Center, Kirtland Air Force Base (KAFB), Albuquerque, NM. Each Offeror shall limit the number of representatives attending the site visit to three (3) persons.
    - (ii) Each person (LIMIT: THREE (3)) planning to attend the site visit shall register in advance by completing the information in Section L.25, Attachment L-2 and faxing it to the NNSA Service Center (Fax No: 505-284-7027) not later than xxxxxxxxxxxx, September xx, 2003, at 12:00 PM Mountain Daylight Time.
    - (iii) The NNSA Service center is located on Kirtland Air Force Base (KAFB), Albuquerque, NM; it is the Offeror's responsibility to make the necessary arrangements to obtain entry to KAFB. Offeror representatives are responsible for arriving on time for the site visit, and for allowing sufficient time to gain access to KAFB and the NNSA Service Center. Entrance to the NNSA Service Center will be through the North Guard Main Entry (Building 20380).
    - (iv) Oral questions pertaining to the site and facilities may be asked during the site visit, but oral responses will not be binding. Questions regarding the solicitation terms and conditions will not be addressed during the site visit. Questions generated as a result of the site visit must be submitted electronically via IIPS within three days of the site visit.
    - (v) Discussion during the site visit will be limited to questions related to the specific site location where services are to be performed and the general and local conditions that may affect the cost of contract performance.
    - (vi) No restricted areas will be visited therefore clearances will not be required.
- (s) Reading Room(s). None.

(t) Internet Sites. The Internet sites referenced throughout the solicitation can be found at the locations listed below:

- Federal Business Opportunities (FedBizOpps): <http://www.fedbizopps.gov/>
- DOE Center--Doing Business with DOE: <http://e-center.doe.gov>
- Federal Acquisition Regulation (FAR) clauses and provisions and Federal Acquisition Circulars (FACs), which contain the most recent changes to the FAR:  
<http://www.arnet.gov/far/>
- Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions:  
<http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/WebPages/Department+of+Energy+Acquisition+Regulation?OpenDocument>

DOE and NNSA Orders:

- <http://www.directives.doe.gov/>

Interactive Industry Procurement System (IIPS) Users Guide for Contractors:

- <http://doe-iips.pr.doe.gov/doebiz.nsf/Help?OpenPage>

(u) Independent Protest Review. Offerors are notified that in the event of a protest, interested parties may request an independent review of their protest to the agency at a level above the contracting officer. This independent review is available: (1) as an alternative to consideration by the contracting officer of a protest or; (2) as an appeal of the contracting officer's decision on a protest. Designation of the official(s) conducting this independent review shall be determined by the agency. Reference Section L.5.

## **L.15 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME I - OFFER AND OTHER DOCUMENTS**

(a) General. Volume I, Offer and Other Documents, consists of the following documentation.

- (1) Standard Form (SF) 33, Solicitation Offer and Award
- (2) Representations and Certifications
- (3) Exceptions and Deviations Taken in Other Volumes
- (4) Additional Information

(b) Content.

- (1) Standard Form 33 (SF 33), Solicitation, Offer and Award. The Standard Form 33 shall be fully executed by an authorized representative of the offeror. This form shall be used as the cover sheet of each copy of Volume I, Offer and Other Documents. Offerors are instructed to fully complete Section B paragraphs pertaining to price.
- (2) Representations and Certifications. Representations, Certifications and Other Statements of Offerors (Part IV-Section K of the solicitation), shall be fully executed by an authorized representative of the offeror.
- (3) Exceptions and Deviations. Exceptions and proposed deviations taken to the terms and conditions of the proposed contract shall be identified, and rationale to support such exceptions, proposed deviations, and potential benefits to the government shall be explained. The exceptions and proposed deviations should be listed in a logical sequence by individual sections of the solicitation. The offeror shall provide a summary

and specific cross-references to the full discussion of exceptions or deviations taken in the other proposal volumes. Exceptions alone will not automatically cause a proposal to be considered unacceptable. However, a large number of exceptions or one or more significant exceptions not providing benefit to the government may result in the elimination of your proposal from further consideration.

- (4) Additional Information. If the address shown on the Standard Form 33 (or SF 26, or other solicitation form used) is different from the remittance address, it shall be provided along with any other information the offeror needs to bring to the attention of the government.

#### **L.16 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME II – STAFFING, EXPERIENCE, APPROACH, PAST PERFORMANCE**

- (a) General. Volume II consists of the Offeror's discussion addressing the Staffing, Experience, Approach, and Past Performance area aspects of this procurement, the Offeror's capabilities, and what the offeror will do to satisfy the requirements of the solicitation. The proposal will be evaluated as stated in Section M, to determine the Offeror's understanding of and capability to successfully accomplish the work to be performed. In order for the proposal to be evaluated strictly on the merit of the material submitted, no contractual cost or pricing information shall be included in this volume of your proposal. Where estimated labor hours will provide clarity, they shall be quoted in labor hours only, with no indication as to the cost of these labor hours in this volume.
- (b) Content. The Offeror's proposal shall address its capabilities to successfully accomplish the requirements of the solicitation. It should clearly address each of the Evaluation Criteria set forth in Section M. The proposal shall describe the proposed approach in sufficient detail toward meeting the Statement of Work (SOW) requirements. Simply repeating the SOW requirements or merely offering to perform the work may result in a lower evaluation or the offer being determined technically unacceptable.
  - (1) Evaluation Factor 1 –Staffing. The Offeror's proposal shall demonstrate the ability to provide, train, and retain high quality key personnel and critical/skilled staff of the required disciplines (listed in Section L.25, Attachment L-5) and at the necessary skill levels to accomplish all requirements of the statement of work. It is expected that the Offeror's proposal shall include a plan that demonstrates the ability to manage the required manpower and turnover requirements. Failure to provide such a plan may result in an unacceptable rating.
    - A. Key Personnel. The Offeror proposal shall demonstrate that its proposed key personnel for this contract are highly qualified, and demonstrate the ability to effectively plan, promptly deploy, train, manage, and retain appropriate staff for the work required. The Offeror's key personnel will be evaluated on their qualifications for the specific positions for which they are proposed. Consideration will be given to the individuals' education, professional credentials, experience relevant to the statement of work, and their demonstrated performance and accomplishments in their professional career, as these qualities apply to their role in fulfilling the requirements of the statement of work. The Program Manager is considered significantly more important and will be given more weight in the evaluation than any other key personnel. The availability and commitment of each of the Offeror's key personnel to accept employment in the positions proposed (at an agreed upon salary and benefits package) must be demonstrated by submitting signed and dated letters of intent, and resumes demonstrating how the proposed personnel meet the experience and qualifications specified. Failure to submit such resumes and letters of commitment may result in an unsatisfactory rating.

- B. Critical/Skilled Staff. The Offeror's proposal shall demonstrate the ability to promptly deploy, train, and retain high quality staff assigned to critical positions. The qualifications and experience of the Offeror's proposed critical/skilled personnel will be evaluated based on their relevant education, past and present experience, professional credentials, and the relationship of such education and experience to the requirements of the SOW. The Offeror's demonstrated ability to promptly deploy, train, and retain high quality staff responsible for performing Personnel Security Program tasks is more important than for other positions in the SOW, because of the greater number of personnel security contractor personnel to be employed and the greater volume of products and services associated with the Personnel Security Program. The availability and commitment of each of the Offeror's critical/skilled staff must be demonstrated by submitting resumes demonstrating how the proposed personnel meet the experience and qualifications specified. Failure to submit such resumes may result in an unsatisfactory rating.
  - C. Transition Plan. The Offer shall provide Transition Plan, which will be evaluated to determine the Offeror's knowledge and understanding of the actions necessary to assume the responsibilities under this contract with minimal impact to the ongoing work. The evaluation will include the Offeror's approach to interacting with the incumbent contractor, as appropriate, as well as the NNSA Service Center/OST, in order to minimize impacts on continuity of operations and mitigate risks during this crucial transition period. The Transition Plan shall identify key issues, risks, and milestones - and clearly explain how the Offeror will resolve any barriers to a smooth transition. The components of the transition plan will be evaluated for feasibility, completeness, and effectiveness. Failure to submit a Transition Plan will result in an unsatisfactory rating.
- (2) Evaluation Factor 2 –Experience. The Offeror's proposal shall demonstrate present and past corporate experience in performing all aspects of the statement of work. Corporate experience in performing all the tasks outlined in the statement of work is expected; however, the Personnel Security Program tasks outlined in the statement of work are significantly more important than corporate experience in performing the other security tasks, which are of equal importance. For full experience credit, past and present experience of proposed subcontractors and teaming partners must be demonstrated consistent with the proposed subcontracting or teaming arrangement. The offeror shall provide a list of all relevant or similar work accomplished under federal, state and local government, and commercial contracts performed within the last three years that have been awarded and in place for at least three months. In addition, the offeror shall obtain and provide the same information from subcontractors that are critical to the success of the effort, any affiliates and members of teaming arrangements. The offeror shall also explain why it determines the subcontractor(s) is critical to the success of the proposed effort. The offeror shall include the following information with each relevant experience listed:
- A. Company/Division Name.
  - B. Customer (Government Agency or Commercial Customer).
  - C. Contract Number.
  - D. Type of Contract.
  - E. A brief description of the nature of work and its relevancy to this effort.

- F. Demonstrate how each contract is similar to the proposed effort with a technical description sufficient to permit ready assessment (it is not sufficient to just state that a particular contract is similar in scope).
  - G. Identify any experience managing contracts similar in scope and complexity.
  - H. Original Contract Value and final or current contract value.
  - I. Original Period of Performance and final or current Period of Performance.
  - J. Provide the name, address, current telephone, and FAX number of the Program (Document) Manager, and the Administrative Contracting Officer or Procuring Contracting Officer. You may also insert other points of contacts you may deem necessary (e.g., safety officer, security officer, etc.). This information must be complete and current to assist the government to verify experience and past performance.
  - K. The Offeror's overall past performance rating (interim and/or final) and the applicable rating scale used.
  - L. Specific information on any performance difficulties encountered on the identified contracts and the Offerors' corrective actions.
  - M. List any awards or special recognition received.
  - N. The offeror shall prepare and provide with its offer an Experience Matrix similar to the Sample Experience Matrix attached to this section (Attachment L-4), to demonstrate how the Offeror's previous experience relates to the statement of work. In addition, the offeror shall obtain and provide the same information from subcontractors that are critical to the success of the effort, any affiliates and members of teaming partners.
- (3) Evaluation Factor 3 - Approach. The Offeror's proposal shall demonstrate the Offeror's approach to planning, organizing, integrating and managing resources so managerial and technical objectives can be accomplished. The following subfactors are of equal importance.
- A. Management Plan. The Offeror's proposal shall demonstrate how the Offeror applies sound management principles in (i) planning, organizing, and managing internal resources and subcontractors/teaming partners, (ii) tracking and reporting progress and costs, (iii) early identification and resolution of problems, and (iv) integration of tasks outlined in the statement of work. The expected level is that management principles and teaming/subcontracting arrangements (i) are clearly explained including access to corporate support and provide for teaming partner/subcontractor direction, (ii) demonstrate the use of generally accepted business practices, and (iii) clearly articulate management roles, responsibilities and authorities for fully accomplishing the statement of work. The offeror shall provide a management plan to be used during the performance of the resultant contract that demonstrates the Offeror's ability to plan, organize, manage internal resources, subcontractors, affiliates and all teaming or other contractor arrangements. The plan shall discuss how the offeror intends to track, report, control and measure contract costs, schedules and performance. The offeror shall how it will be prepared to anticipate and respond promptly to performance problems or program changes. The offeror shall provide a complete organizational chart identifying the personnel and their functional assignments. Additionally, the offeror shall provide a discussion of the established lines of authority, responsibility, and communication from lower

levels to top-level management. The plan shall include a discussion on how the program manager will obtain support from other corporate elements, including any subcontractors, affiliates and all teaming or other arrangements. The offeror shall also demonstrate their ability to access higher levels of corporate management to resolve conflicts over resources not under the program manager's direct control. In addition, the offeror shall address the decision-making authority of the program manager, to whom the program manager reports the process to be followed in obtaining decisions beyond the program manager's authority.

- B. Technical Approach. The Offeror's proposal shall demonstrate a technical approach is sound and demonstrates a thorough understanding of the requirements and risks, and the capability to successfully accomplish the statement of work. It is expected that technical capability exists (or is proposed) to accomplish all technical requirements and evaluate/minimize risks, the statement of work is well and clearly understood, and the technical approach is clearly articulated. The Offeror shall thoroughly describe how its technical approach to the work is sound and reflects a thorough understanding of the requirements and risks to successfully accomplish the statement of work. The offeror shall demonstrate the extent of its technical capability to accomplish all technical requirements outlined in the statement of work, and shall identify any technical risks associated with performance of this contract and their impact including the approach for minimizing risks.

- (4) Evaluation Factor 4 - Past Performance. No additional information is requested. The relevant experience information provided by the Offeror in response to (b)(2) above will be used to evaluate the Past Performance criteria specified in Section M.

- (5) Evaluation Factor 5 - Cost. See Section L.17.

## **L.17 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME III - COST PROPOSAL**

### **(a) Overview.**

- (1) The Contracting Officer has determined that certified cost or pricing data is not required for this solicitation. However, in accordance with FAR 15.403-1(b) and 15.403-3(a), information other than cost or pricing data is required to determine if your proposed costs are reasonable, realistic, and reflect a clear understanding of the solicitation requirements and statement of work.
- (2) If, after receipt of proposals, the Contracting Officer determines that there is insufficient information available to determine cost/price reasonableness and none of the exceptions in FAR 15.403-1 apply, the offeror may be required to submit cost or pricing data.
- (3) These instructions are to assist you in preparing your proposal and submitting information other than cost or pricing data. Your cost proposal must be prepared in a manner that is current, accurate, and complete. Compliance with these instructions is mandatory and failure to comply may result in rejection of your proposal.

### **(b) Cost Proposal - General Requirements.**

- (1) Submission Format. In accordance with FAR 15.403-5(b)(2), Offerors may select their own presentation format, however, the Offeror's proposal must adequately address each proposed cost element and the level of cost detail required per these instructions.
- (2) Cost and Pricing Information. All required cost information must be in the cost proposal. Do not include cost information in any other proposal volume unless specifically



requested in the solicitation. The cost proposal must be sufficiently complete so that cross-referencing to other volumes is not necessary.

- (3) **Submission in Electronic Format.** The Offeror's cost proposal and all required cost information, including subcontractor cost proposals, must be submitted electronically using the Industry Interactive Procurement System (IIPS). Refer to Section L.14 for general information on how to access IIPS.
  - (4) **Rounding.** Unless specified otherwise, round all final monetary extensions to the nearest whole dollar. Round all labor rates to the nearest penny.
  - (5) **Narrative Support.** The offeror, each team member, and subcontractor(s) shall provide narrative support sufficient to explain the development of the proposed costs. In accordance with the solicitation requirements, the narrative should describe the Offeror's supporting rationale, the estimating methodologies used, and the basis of the data provided in support of the proposed costs.
  - (6) **Actual vs. Estimated Data.** The Offeror's submission must distinguish between actual cost data and estimated cost data. For actual cost data, identify the source of the data (e.g. general ledger, job cost ledger, paid invoice, etc.) and the period in which the actual data is based (cut-off or closing dates). For estimated data, clearly identify and explain the basis of estimate as instructed by this solicitation.
  - (7) **Cost/Price Reasonableness and Realism.** Note that unrealistically low or high proposed costs or prices may be grounds for eliminating a proposal from consideration either on the basis that the offeror does not understand the requirements or has made an unrealistic offer. Offers should be sufficiently detailed to demonstrate their reasonableness. If estimated costs to perform the proposed effort have been decreased due to a management decision, provide complete rationale for the reduction. The burden of proof for credibility of proposed cost/price rests with the offeror.
  - (8) **Uniform Terminology and Definition of Terms.** Provide a descriptive list of all acronyms, non-standard terms, and abbreviations used in your cost proposal.
  - (9) **Subcontract Proposal Submission.** Provide a copy of these instructions to all potential subcontractors and team members. Subcontractor proposals must be received by the same date/time as the prime cost proposal or the prime contractor's offer may be eliminated from further consideration. Unless the Contracting Officer specifies otherwise, each lower-tiered subcontractor and team member shall also provide to the government a proposal cover sheet and all other cost information as required by these cost instructions in the same format and level of detail as required for the prime contractor.
  - (10) **Examination.** By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine, for the purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form), which will permit an adequate evaluation of the proposed costs. This right may be exercised in connection with any such reviews deemed necessary by the government prior to contract award.
- (c) **Specific Cost Requirements - Format and Content**
- (1) **Table of Contents.** Preface the cost proposal with a Table of Contents page. Include an index referencing the page location of exhibits, attachments, narratives and all cost information accompanying or identified in the proposal.

- (2) Proposal Cover Sheet. Complete, as the first page of the cost proposal, a proposal cover sheet that includes the following information:
- A. Company name, division, address, telephone number, and e-mail address.
  - B. The names, telephone numbers, and e-mail addresses of a primary point of contact and designated alternate.
  - C. The government solicitation number, the proposal number, and date.
  - D. Your DUNS number.
  - E. Proposed total estimated cost, base fee, award fee pool, New Mexico Gross Receipts Tax, and total ceiling amount (see Section B.2) and contract period of performance.
  - F. A brief description of the product(s) and/or service(s) being provided.
  - G. Name, address, and phone number of the government audit office and contract administrative office for the offeror and any proposed subcontract.
  - H. A statement that the offer is valid for the period of time specified in Section A, Block 12 of this solicitation, beginning after the date on which it is due at the NNSA. All subcontract proposals must be valid for the same period.
  - I. A statement that the cost proposal has been prepared in accordance with applicable FAR regulations, your established estimating and accounting policies, and the requirements of this solicitation. List each exception, if any, and provide complete rationale.
  - J. A statement granting the Contracting Officer the right to examine your books and records.
- (3) Contract Period of Performance. The contract period of performance is five years. For pricing purposes, assume a January 1, 2004 start date. A contract year (CY) is defined as a twelve-month period beginning each January 1<sup>st</sup>.
- (4) Cost Element Summary. Provide a summary schedule showing each major cost element (i.e., direct labor hours, direct labor costs, overhead, subcontracts, ODC, G&A, fee, New Mexico Gross Receipts Tax) time-phased by contract year. If your fiscal year does not coincide with the contract year, provide calculations and explain how fiscal year cost elements are converted in order to arrive at the proposed costs by contract year. If composite labor or indirect rates are used, demonstrate how the composite rates are calculated. Each proposed cost element shall be further supported by an exhibit or schedule that includes cost information as specified in the following instructions.
- (5) Direct Labor Hours. Describe how the quantity and mix of labor hours were estimated. If historical information was considered, show how current estimates were projected from such data. If full-time equivalent (FTE) hours are used as a basis for your labor hour requirements, show how the direct productive labor hour estimates were calculated. The calculation must also show estimated labor hours for each type of nonproductive work such as paid absences, training, and other types of non-direct charged activities. If applicable, separately identify subcontract labor hours and labor hours proposed by other team members.
- (6) Direct Labor Rates. Support your proposed direct labor rate estimates by providing a schedule of unburdened labor rates for each category of labor proposed by contract year.

Identify the base labor rates, their effective dates, and clearly demonstrate how base labor rates are adjusted to arrive at the proposed rates.

- A. If labor rates are based on average labor category rates, describe the labor mix and explain how average category labor rates are determined for estimating purposes. If labor rates are based on specific individual labor rates or key personnel, provide the employee's name, job title, employee identification number, and current hourly rate as of the date of proposal preparation.
  - B. If proposed labor rates are based on a Forward Pricing Rate Agreement (FPRA) or interim billing/bidding rates, provide a copy of the agreement, showing the approved rates, effective dates, and explain any deviations from the approved labor rates.
  - C. If labor rates are based on U.S. Department of Labor wage determinations, identify the applicable wage determination and state the extent to which they are used to develop the proposed labor rates.
  - D. For any proposed salary or wage based on a compensation survey, provide the name of the survey, date, pay ranges, and explain how you used the data in establishing your proposed pay rates.
  - E. Provide labor classification statements for each category of labor proposed, appropriately cross-referenced to the labor category positions specified in Section L.25, Attachment L-5. Briefly describe position qualifications, education, experience, certifications, and responsibilities.
  - F. Separately identify and explain the basis for any labor escalation factors used to adjust base salaries for anticipated increases (actual experience, company policy, or other compensation forecasting models) and how such escalation is applied to the base labor rates. Identify any other contingencies included in any of the proposed labor rates.
  - G. Note that overtime is permitted only when specifically authorized by the Contracting Officer.
- (7) Indirect Pool and Base Expenses. Provide an exhibit showing your proposed indirect rates for each contract year for labor fringe, overhead, G&A, and any other applicable indirect rate used in accordance with your established accounting practices.
- A. Explain the basis of estimate for each indirect rate proposed and the methods used to derive and forecast the rates. Identify the cost elements included in each pool and base component and describe your estimating methodology. Include appropriate schedules showing the prior year's actual expenses and budgetary forecasts covering each year of the contract period of performance. Identify any contingencies included in any of the proposed indirect rates.
  - B. If indirect rates are based on a Forward Pricing Rate Agreement (FPRA) or interim billing/bidding rates, provide a copy of the agreement showing the approved rates, effective dates, and explain any deviations from the approved indirect rates.
- (8) Other Direct Costs and Travel. Offerors are instructed to propose estimated ODCs and Travel in accordance with Section B.3 of the solicitation. Offeror shall not exceed the levels specified below without prior approval of the Contracting Officer.

	Travel & Other
<u>Contract Year</u>	<u>Direct Costs</u>

Year 1	\$100,000
Year 2	\$110,000
Year 3	\$120,000
Year 4	\$130,000
Year 5	<u>\$140,000</u>
TOTAL	<u>\$600,000</u>

- (9) Facilities Capital Cost of Money. Facilities Capital Cost of Money (FCCM) is permitted if proposed in accordance with FAR 31.205-10 and calculated using Form CASB-CMF. The completed form must be included as an attachment to your cost proposal. The Form CASB-CMF can be found at 48 CFR 9904.414. If you elect not to include FCCM, provide a statement to that effect. Provide an exhibit showing each proposed FCCM rate (applicable to overhead, G&A, etc.) for each contract year. Identify the application base for each FCCM rate and show calculations to support the proposed amounts.
- (10) Subcontracts. Provide a schedule that identifies the cost of each proposed subcontract, including costs proposed by members under a teaming arrangement, by contract year. Each subcontractor/team member shall provide to the government a proposal cover sheet and cost information as required by these cost instructions in the same format and level of detail as required by the prime. It is the Offeror's responsibility to conduct appropriate subcontract cost or price analysis to establish the reasonableness of proposed subcontract prices. Failure to conduct adequate subcontract cost or price analysis prior to proposal submission may result in unnecessary delays or elimination of the proposal from further consideration. In accordance with FAR 15.404-3(b), include in your proposal the results of your analyses of subcontractor cost/price information. Describe the pricing methods used to establish proposed subcontract costs and indicate the level of competition used (i.e. competitive, sole-source, etc.). For subcontracts priced on a noncompetitive basis, explain the basis for establishing the source and reasonableness of price.
- (11) Base Fee and Award Fee. Show proposed base and award fees as separate cost elements in the cost summary schedule (reference Section B.2). Although not required, Offerors are encouraged to provide rationale for their proposed base and award fees. Offerors shall provide proposed base and award fee amounts and percentages that do not exceed the maximum percentage requirements of "DEAR 915.404 Special Considerations For Cost-Plus-Award-Fee Contracts." The offeror shall identify the following:
- A. Proposed base and award fee amounts.
  - B. Proposed base and award fee percentages.
  - C. Bases to which the base and award fee are applied.
- (12) New Mexico Gross Receipts Tax (NMGRT). NMGRT is levied on receipts collected from engaging in certain types of business in N.M. Since this entire award is subject to NMGRT, the offeror is advised to refer to FAR 52.229-10 for further instructions. The current tax rate schedule and general instructions on the application of NMGRT are available from the N.M. Tax and Revenue Department, P.O. Box 630, Santa Fe, N.M. 87509-0603, (505) 827-0951, or [www.state.nm.us/tax](http://www.state.nm.us/tax). Offeror's proposed NMGRT amount shall be calculated by multiplying the current NMGRT rate (5.375%) by the sum of the amounts proposed for Section B.2(a), (b), & (c). The NMGRT rate of 5.275% is based on the NMGRT Rate Schedule effective July 1, 2003 through December 31, 2003 (County - Bernalillo; Municipality - Remainder of County; Location Code 02-002).

(13)Accounting System. The proposal pricing requirements as set forth in this solicitation is for evaluation purposes. The pricing of any contract resulting from this solicitation will be based on the successful Offeror's established accounting and estimating systems. Therefore, it is important that you identify and reconcile any deviations from your standard accounting and estimating procedures in preparing this proposal. State whether your accounting system has been reviewed and approved by a government agency. Provide evidence of such approval by identifying the approving agency and official, and the date of approval. Provide a general description and information about your accounting system. State whether your accounting system is in accordance with generally accepted accounting principles (GAAP) and is acceptable for government contract costing purposes. Disclose and fully explain any outstanding accounting system deficiencies cited by the government or independent auditors. If applicable, describe the nature of the deficiency and status of corrective actions.

(14)Company Compensation Policies.

- A. Explain how your company's wage, salary, fringe benefits, and compensation package will ensure the recruitment and retention of qualified personnel for this contract. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure. Describe your company's compensation policies relating to the following areas:
  1. Salaries and wages.
  2. Merit, cost-of-living, and other general salary adjustments.
  3. Compensated absences, insurance, health, retirement, and other contributions.
  4. Recruitment programs, bonuses and other employee incentive programs.
  5. Uncompensated overtime.
  6. Severance.
- B. The offeror is advised to refer to Section L.4 of the solicitation for additional information and requirements.

(15)Other Financial Information. Provide the following financial information as an attachment to your cost proposal:

- A. Most recent audited annual financial statements (balance sheet, income statement, and statement of cash flow). If audited financial statements were not prepared during the prior fiscal year, provide comparable financial information such as a compilation or other review performed by an independent auditor.
- B. Balance sheet and income statement for all quarters reported in the current fiscal year.
- C. Describe the financial impact of this project on your organization. Identify and any contingency, limitation, or condition affecting availability of funds for this project. State what percentage proposed contract costs represent of your estimated total business during the period of performance.

**L.18 ACCESS TO CLASSIFIED MATERIAL**

Performance under the proposed contract may involve access to classified material. If access to classified material is required, the offeror shall be required to obtain necessary security clearances for personnel who will have access to classified material.

**L.19 RESPONSIBLE PROSPECTIVE CONTRACTORS**

The general and special standards for responsible prospective contractors set forth at FAR 9.104-1 and 9.104-2 apply.

**L.20 CONTENT OF RESULTING CONTRACT**

Any contract awarded as a result of this solicitation will contain Part I - The Schedule; Part II - Contract Clauses; and Part III, Section J - List of Documents, Exhibits and Other Attachments.

**L.21 FALSE STATEMENTS**

Offers must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**L.22 INFORMATION CONCERNING AWARD**

Written notice to unsuccessful proposers or bidders and contract award information will be promptly released in accordance with applicable FAR or DEAR parts.

**L.23 DISPOSITION OF PROPOSALS OR BIDS**

Proposals or bids will not be returned (except in the case for timely withdrawals) and will be appropriately dispositioned.

**L.24 GOVERNMENT PROPERTY**

The Government furnished property listed at Section J will be provided to the contractor for use under this contract.

**L.25 LIST OF SECTION L ATTACHMENTS**

<u>Attachment No.</u>	<u>Description</u>	<u>Pages</u>
L-1	Intention to Propose Notification	1
L-2	Site Visit Registration Form	1
L-3	(reserved)	x
L-4	Sample Experience Matrix	1
L-5	Estimated Annual Labor Hours	1

**ATTACHMENT L-1**

INTENTION TO PROPOSE NOTIFICATION

OFFERORS ARE REQUESTED TO COMPLETE THIS FORM AND FAX IT TO THE NNSA SERVICE CENTER BY THE EARLIEST PRACTICAL DATE

TO: FAX No: 505-284-7027  
U.S. Department of Energy  
National Nuclear Security Administration Service Center  
P.O. Box 5400  
Albuquerque, NM 87185-5400  
ATTN: David Gallegos

FROM: \_\_\_\_\_  
(Firm's Name)

\_\_\_\_\_  
(Authorized Signature and Date)

\_\_\_\_\_  
(Typed/Printed Name and Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, ZIP Code)

\_\_\_\_\_  
(Telephone No.)

Please be advised that \_\_\_\_\_ [ ] does [ ] does not  
plan to submit a proposal to the U.S. DOE NNSA Service Center in response to Solicitation No. DE-  
RP52-03NA68600.

**ATTACHMENT L-2**

## SITE VISIT REGISTRATION FORM

**THIS FORM MUST BE FAXED TO NNSA BY xxxxxxxx, SEPTEMBER xx, 2003, AT xx:xxAM.**

Fax To: Fax No: 505-284-7027  
 U.S. DOE NNSA Service Center/AFAD  
 P.O. Box 5400; Albuquerque, NM 87185-5400  
 ATTN: David Gallegos

From: \_\_\_\_\_ plans to attend  
 the U.S. DOE NNSA Service Center Site Visit on xxxxxxxx, September xx, 2003, at xx:xxAM  
 Mountain Daylight Time, in response to Solicitation No. DE-RP52-03NA68600.

**NOTE:** A MAXIMUM OF 3 PERSONS PER OFFEROR MAY ATTEND. EACH ATTENDEE IS  
 REQUIRED TO (1) BE A U.S. CITIZEN, (2) SUBMIT THE INFORMATION BELOW, AND (3) PRESENT A  
 PHOTO IDENTIFICATION, I.E., DRIVER'S LICENSE, MILITARY IDENTIFICATION, OR PASSPORT.

Full Name: \_\_\_\_\_  
 (TYPE OR PRINT AS IT APPEARS ON YOUR PHOTO ID)

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Phone No: \_\_\_\_\_ Company FAX: \_\_\_\_\_

Social Security No: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Place of Birth: \_\_\_\_\_ Citizenship: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone No: \_\_\_\_\_

## POINT OF CONTACT FOR ENTITY:

Name/Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_



**ATTACHMENT L-3**

RESERVED

**ATTACHMENT L-4****SAMPLE EXPERIENCE MATRIX**

References	Contract Statement of Work/ Specification Work Paragraphs				
	SOW x.x	SOW x.x	SOW x.x	SOW x.x	SOW x.x
ABC Corp. Contract No.	S <sub>2</sub>			S <sub>2</sub>	
DOE Contract No.	P	P	P		P
NASA Contract No.		P		P	
XYZ Corp. Contract No.	S <sub>1</sub>	S <sub>1</sub>			S <sub>1</sub>
GSA Contract No.			P	P	

## Instructions:

1. Insert the name of the referenced company or organization, and contract number.
2. For each Statement of Work or specification paragraph identified, indicate in what capacity you performed work for the reference listed:

P = Prime Contractor – See Definition in FAR 3.502-1

S<sub>1</sub> = Subcontractor First Tier

S<sub>2</sub> = Subcontractor Second Tier

**ATTACHMENT L-5****ESTIMATED ANNUAL FULL-TIME EQUIVALENTS**

<b><u>POSITION</u></b>	<b><u>ALL</u></b>	<b><u>PSD</u></b>	<b><u>SPD</u></b>	<b><u>CCID</u></b>	<b><u>OTS</u></b>	<b><u>TOTAL</u></b>
Program Manager*	1					1
Technical Security Specialist*			1			1
Technical Security Specialist (Cyber Security)*			1			1
Physical Security Specialist**			2			2
Physical Security/ Classified Matter Protection and Control (CMPC) Specialist*			1			1
Senior Physical Security Specialist*			1			1
Classification Analyst*				1		1
Personnel Security Specialist III*		4				4
Personnel Security Specialist II**		35				35
Personnel Security Specialist I		8				8
Program Analyst II		1				1
Program Analyst I		2				2
Administrative Review Technical Support Specialist**		2				2
Personnel Security Clearance Processing Team Leader*		1				1
Senior Personnel Security Clearance Processor**		4				4
Personnel Security Clearance Processor		16				16
Quality Assurance/Customer Service Processor		1				1
Mail Clerk	1					1
Lead Vault Clerk**		1				1
Vault Clerk		4				4
Duplication Clerk		1				1
Administrative Assistant		4	1			5
Protective Force Shift Supervisor**			1			1
Protective Force Training Officer			1			1
Protective Force Officer			18		9	27
Total Labor	2	84	27	1	9	123

**NOTES:**

\* Key Personnel

\*\* Critical Personnel

## SECTION M

### EVALUATION FACTORS FOR AWARD

#### M.1 EVALUATION OF PROPOSALS

- (a) This acquisition will be conducted pursuant to the policies and procedures in Federal Acquisition Regulation (FAR) Part 15 and Department of Energy Acquisition Regulation (DEAR) Part 915. DOE has established a Source Evaluation Team (SET) to evaluate the proposals submitted for this acquisition. Proposals will be evaluated by the SET members in accordance with the applicable procedures contained in FAR Part 15, DEAR Part 915, and the Evaluation Factors hereinafter described.
- (b) The instructions set forth in Section L are designed to provide guidance to the Offeror concerning the documentation that will be evaluated by the SET. The Offeror must furnish adequate and specific information in its response. cursory responses or responses which merely repeat or reformulate the Statement of Work cannot be considered responsive to the requirements of the RFP.
- (c) A proposal will be eliminated from further consideration before the initial ratings if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the essential requirements of the RFP, or if it clearly demonstrates that the Offeror does not understand the requirements of the RFP. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.
- (d) Prior to an award, a finding will be made regarding whether any possible Organizational Conflict of Interest exists with respect to the apparent successful Offeror or whether there is little or no likelihood that such conflict exists. In making this determination, DOE will consider the representation required by Section K of this solicitation. An award will be made if there is no Organizational Conflict of Interest or if any potential Organizational Conflict of Interest can be appropriately avoided or mitigated.
- (e) For the purpose of evaluating information on an Offeror's experience and past performance, DOE will consider information on all of those companies comprising the Offeror's "contractor team arrangement" that will perform major or critical aspects of the Statement of Work as well as on the single legal entity submitting the offer.
- (f) For the purpose of evaluating past performance, DOE may contact some or all of the references provided by the Offeror, and may solicit past performance information from other available sources. These include Federal Government electronic databases, readily available government records (including pertinent DOE prime contracts), and other sources other than those identified by the Offeror.
- (g) The Government intends to evaluate proposals and award one contract without discussions with Offerors (but clarifications as described in FAR 15.306(a) may be required). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from both a technical and cost standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.
- (h) Any exceptions or deviations to the terms of the model contract (see Section L provision entitled "Content of Resultant Contract") will make the offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions of the contract,

the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the Contract.

- (i) An overall rating of unsatisfactory in one evaluation factor may result in elimination of the proposal from further consideration regardless of the rating of the other factor or sub factor. An overall evaluation factor rating of unsatisfactory may result from one subfactor within a factor being rated unsatisfactory, or from more than one subfactor within a factor being rated marginal.

## **M.2 BASIS FOR CONTRACT AWARD**

- (a) The Government intends to award one contract to the responsible Offeror whose proposal is responsive to the solicitation and is determined to be the best value to the Government. Selection of the best value to the Government will be achieved through a process of evaluating each Offeror's proposal against the Evaluation Factors described below.
- (b) In determining the best value to the Government, the "Staffing, Experience, Approach, and Past Performance" Evaluation Factors, when combined, are significantly more important than the "Cost" Evaluation Factors. The Government is more concerned with obtaining a superior "Staffing, Experience, Approach, and Past Performance" proposal than making an award at the lowest evaluated cost. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one "Staffing, Experience, Approach, and Past Performance" proposal over another. Thus, to the extent that Offeror's "Staffing, Experience, Approach, and Past Performance" proposals are evaluated as close or similar in merit, the evaluated cost is more likely to be a determining factor.

## **M.3 RELATIVE IMPORTANCE OF EVALUATION FACTORS**

The evaluation factors in M.4 below are listed in order of importance; i.e., "Staffing" is more important than "Experience," "Experience" is more important than "Approach," and "Approach" is more important than "Past Performance." When combined, these evaluation factors (Staffing, Experience, Approach, and Past Performance) are significantly more important than Cost.

## **M.4 EVALUATION FACTORS**

- (a) The Offeror's proposal, including all options (if any), will be evaluated against the evaluation factors as they relate to the requirements of the solicitation, as well as evaluated for meeting mandatory responsibility criteria per FAR Subpart 9.1.
- (b) The "expected" level noted in the evaluation factors below is equivalent to an "Excellent" rating, and is fully acceptable. Lower (e.g., "Good," "Marginal," or "Unsatisfactory") ratings on each evaluation factor will be based on deviations from the expected level. The proposal must demonstrate a thorough understanding of and the capability to accomplish the overall requirements as stated below:
  - (1) Evaluation Factor 1 –Staffing. An evaluation will be made to assess the Offeror's demonstrated ability to provide, train, and retain high quality key personnel and critical/skilled staff (listed in Section L.25, Attachment L-5) of the required disciplines and at the necessary skill levels to accomplish all requirements of the statement of work. It is expected that the Offeror's proposal shall include a plan that demonstrates the ability to manage the required manpower and turnover requirements. Failure to

provide such a plan may result in an unacceptable rating. The following subfactors are of equal importance.

- A. **Key Personnel.** It is expected that the Offeror's proposed key personnel for this contract are highly qualified, and demonstrate the ability to effectively plan, promptly deploy, train, manage, and retain appropriate staff for the work required. The Offeror's key personnel will be evaluated on their qualifications for the specific positions for which they are proposed. Consideration will be given to the individuals' education, professional credentials, experience relevant to the statement of work, and their demonstrated performance and accomplishments in their professional career, as these qualities apply to their role in fulfilling the requirements of the statement of work. The Program Manager is considered significantly more important and will be given more weight in the evaluation than any other key personnel. The availability and commitment of each of the Offeror's key personnel to accept employment in the positions proposed (at an agreed upon salary and benefits package) must be demonstrated by submitting signed and dated letters of intent, and resumes demonstrating how the proposed personnel meet the experience and qualifications specified. Failure to submit such resumes and letters of commitment may result in an unsatisfactory rating.
  - B. **Critical/Skilled Staff.** It is expected that the Offeror's proposal shall demonstrate the ability to promptly deploy, train, and retain high quality staff assigned to critical positions. The qualifications and experience of the Offeror's proposed critical/skilled personnel will be evaluated based on their relevant education, past and present experience, professional credentials, and the relationship of such education and experience to the requirements of the SOW. The demonstrated ability to promptly deploy, train, and retain high quality staff responsible for performing Personnel Security Program tasks is more important than for other positions in the SOW, because of the greater number of personnel security contractor personnel to be employed and the greater volume of products and services associated with the Personnel Security Program.
  - C. **Transition Plan.** It is expected that the Offeror's proposal will include a Transition Plan, which will be evaluated to determine the Offeror's knowledge and understanding of the actions necessary to assume the responsibilities under this contract with minimal impact to the ongoing work. The evaluation will include the Offeror's approach to interacting with the incumbent contractor, as appropriate, as well as the NNSA Service Center/OST, in order to minimize impacts on continuity of operations and mitigate risks during this crucial transition period. The Transition Plan shall identify key issues, risks, and milestones - and clearly explain how the Offeror will resolve any barriers to a smooth transition. The components of the transition plan will be evaluated for feasibility, completeness, and effectiveness. Failure to submit a Transition Plan will result in an unsatisfactory rating.
- (2) Evaluation Factor 2 –Experience. An evaluation will be made based primarily on the Offeror's demonstrated present and past corporate experience in performing all aspects of the statement of work. Corporate experience in performing all the tasks outlined in the statement of work is expected; however, the Personnel Security Program tasks outlined in the statement of work are significantly more important than corporate experience in performing the other security tasks, which are of equal importance. For full experience credit, past and present experience of proposed subcontractors and teaming partners must be demonstrated consistent with the proposed subcontracting or teaming arrangement.
  - (3) Evaluation Factor 3 - Approach. An evaluation will be made to assess the Offeror's approach to planning, organizing, integrating and managing resources so managerial

and technical objectives can be accomplished. The following subfactors are of equal importance.

- A. Management Plan. An evaluation will be made to determine the extent that the Offeror applies sound management principles in (i) planning, organizing, and managing internal resources and subcontractors/teaming partners, (ii) tracking and reporting progress and costs, (iii) early identification and resolution of problems, and (iv) integration of tasks outlined in the statement of work. The expected level is that management principles and teaming/subcontracting arrangements (i) are clearly explained including access to corporate support and provide for teaming partner/subcontractor direction, (ii) demonstrate the use of generally accepted business practices, and (iii) clearly articulate management roles, responsibilities and authorities for fully accomplishing the statement of work.
  - B. Technical Approach. An evaluation will be made to determine the extent that the Offeror's technical approach is sound and demonstrates a thorough understanding of the requirements and risks, and the capability to successfully accomplish the statement of work. It is expected that technical capability exists (or is proposed) to accomplish all technical requirements and evaluate/minimize risks, the statement of work is well and clearly understood, and the technical approach is clearly articulated.
- (4) Evaluation Factor 4 - Past Performance. The Offeror's past performance will be evaluated on the information furnished by both the Offeror and its customers on contracts during the past three (3) years and in place for at least 3 months similar to the statement of work. The government will consider the currency and relevance of the Offeror's past performance information, the source of the information, context of the data, and general trends in performance. If the Offeror does not have a record of relevant past performance information on contracts similar to the statement of work, or past performance information is otherwise not available, the Offeror will not be evaluated favorably or unfavorably on past performance. The Offeror's discussion of past performance problems and the corrective actions taken toward resolution, awards or special recognition received, will be evaluated.
- (5) Evaluation Factor 5 - Cost. The Offeror's cost proposal will be evaluated to determine cost reasonableness, realism and completeness. A significant cost deficiency or weakness, one that may cause the rejection of the offer, is defined as one that is lacking in reasonableness, realism or completeness and correction would cause a material alteration or revision of the Offeror's cost proposal. For purposes of award, the proposals will be evaluated by preparing a cost and/or price analyses. The results of the analyses will be considered in performing an integrated assessment of the proposals leading to the selection of a successful Offeror(s). The following subfactors are of equal importance.
- A. Reasonableness. The Cost Proposal will be evaluated to determine the appropriateness of the underlying assumptions and estimating techniques used to generate the proposed costs and the consistency of those assumptions and techniques with the proposed accomplishment of the required work. The FAR, generally accepted accounting practices and/or disclosed cost accounting practices and applicable standards will be considered in evaluating proposed costs. A cost risk assessment will be made based upon technical uncertainties in the Offeror's proposed cost/price.
  - B. Realism. The Cost Proposal will be evaluated to determine if it is realistic for the work to be performed and consistent with the Technical Proposal with regard to the nature, scope and duration of the work to be performed. Inconsistencies between

the Cost Proposal and other portions of the proposal could raise concerns regarding the Offeror's understanding of the requirements and ability to perform the work for the proposed price. Cost realism analysis will be used by the Government to determine the probable cost of each Offeror's proposal in order to evaluate best value. Probable cost is determined by adjusting each Offeror's proposed costs to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analysis.

- C. Completeness. Cost proposals submitted by the Offeror, its teaming partners, subcontractor(s), and consultant(s) will be evaluated for completeness based upon the submission requirements contained in the solicitation cost instructions. In addition, the Offeror's cost proposal as well as teaming partners, subcontractor(s) and consultant(s) cost data, will be evaluated based upon the traceability of the estimates used in the Cost Proposal to the performance of the requirements as addressed in the Technical Proposals.

**End of Document**